

**CITY MANAGER EMPLOYMENT
AGREEMENT**

between the
City of Norwalk
and
Michael J. Egan

1. PARTIES AND DATE

This Agreement is entered into as of August 25, 2011 by and between the City of Norwalk, California, a municipal corporation (the "City"), and Michael J. Egan, an individual ("Egan"). The City and Egan are sometimes individually referred to as a "Party" and collectively as "Parties."

- A. City desires to employ Egan as the City Manager.
- B. Egan has the necessary education, experience, skills and expertise to serve as the City's City Manager.
- C. Egan desires to serve as City Manager.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. EMPLOYMENT

The City hereby employs Egan as its City Manager, and Egan hereby accepts such employment.

3. COMMITMENTS AND UNDERSTANDINGS

A. Egan's Commitments

(1) Duties & Authority

- (a) Egan shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

- (b) Egan shall perform all of the duties of the City Manager as set forth in Chapter 2.04 of Title 2 of the Norwalk Code (the "Municipal Code"), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.
- (c) The City Council also designates Egan as the chief executive officer of other City-related legal entities, including the Redevelopment Agency of the City of Norwalk. Egan will serve as the chief executive of any other City-related legal entity, including but not limited to any joint powers authorities of which the City is a member, if appointed pursuant to the procedures applicable to said legal entity and if approved by the City Council.
- (d) Egan shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.
- (e) To accomplish this, Egan shall have the power and shall be required to:
 - (i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. Egan shall receive notice of all regular and special meetings of the City Council.
 - (ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
 - (iii) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. Egan may undertake any study or investigation he believes is necessary or desirable so long as sufficient funds therefore are appropriated in the City budget and shall make any study or investigation the City Council directs. Egan shall endeavor to implement changes that he believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
 - (iv) Recommend to the City Council from time to time, adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

- (v) Consolidate or combine offices, positions, departments, or units under his jurisdiction. Egan may be the head of one or more City departments.
- (vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- (vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

- (a) Egan is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. Egan does not have set hours of work and is expected to be available at all times.
- (b) It is recognized that Egan must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end his schedule of work each day and week shall vary in accordance with the work required to be performed. Egan shall spend sufficient hours on site to perform the City Manager's duties; however, Egan has discretion over his work schedule and work location.
- (c) Egan shall not spend more than 12 hours per month in teaching, consulting, speaking, or other non-City connected business for which he receives compensation without the express prior consent of the City Council.

(3) Disability or inability to perform

- (a) In the event Egan becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate Egan's employment and this Agreement. If the City Council does elect so to terminate Egan due to incapacity, Egan shall receive all severance benefits provided in Subsection 6.C below.

B. City Commitments

- (1) The City shall provide Egan with the compensation and benefits specified elsewhere in this Agreement.
- (2) The City shall provide Egan with a private office, secretary, staff, office equipment, supplies, and all other facilities and services adequate for the performance of the City Manager's duties.
- (3) The City shall pay for or provide Egan reimbursement for all actual and necessary business expenses, as budgeted. The City shall provide Egan a City credit card to charge such actual and necessary business expenses. Possession and use of the City credit card shall be subject to applicable City policies and procedures addressing credit cards, purchasing and similar matters.
- (4) The City agrees to pay the professional dues and subscriptions on behalf of Egan which are necessary for Egan's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, membership in which is approved by the City Council as necessary for Egan's continued professional participation and advancement.
- (5) The City agrees to pay the travel and subsistence expenses of Egan to pursue official and other functions for the City, and meetings and occasions to continue his professional development, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which Egan serves as a member, to the extent funds are appropriated therefore in the City budget.
- (6) The City agrees to pay for the travel and subsistence expenses of Egan for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of Egan, to the extent funds are appropriated therefore in the City budget.
- (7) The City recognizes the desirability of representation in and before local civic and other organizations, and subject to approval of the City Council, Egan is authorized to become a member of local civic clubs or organizations, for which the City shall pay membership dues, to the extent funds are appropriated therefore in the City budget. The City's payments shall be restricted to dues only. All other expenses related to membership are the responsibility of Egan.
- (8) Given the importance of technological tools to the effective and efficient business of City government, the City shall provide computer, laptop computer, high-speed internet access, cellular phone, pager, electronic calendar, fax, copy machine and similar devices to Egan at the City's expense at the City Manager's office.

C. City Council Commitments

- (1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
- (2) The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with Egan and City staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.
- (3) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through Egan or Egan's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of Egan, either publicly or privately.
- (4) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of Egan.
- (5) The City Council agrees that any criticism of a City staff member shall be done privately through Egan.
- (6) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager by Egan. Egan shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

- (a) Annual performance evaluations are an important way for the City Council and Egan to ensure effective communications about expectations and performance.
- (b) The City Council recognizes that for Egan to respond to its needs and to grow in the performance of the City Manager position, Egan needs to know how the City Council Members evaluate Egan's performance.

(c) To assure that Egan gets this feedback, the City Council shall conduct an evaluation of Egan's performance at least once each year. The Parties may use an outside facilitator paid by City funds to assist them in conducting this evaluation if mutually agreed to

by the Parties While performance evaluations may occur several times during the year, the annual evaluation shall occur between May and mid-June of each year. At the same time the City Council and Egan shall define goals and performance objectives necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and Egan shall further establish a relative priority among those goals and performance objectives.

(2) ICMA Code of Ethics

- (a) The Parties mutually desire for Egan to be subject to and comply with the International City Management Association (ICMA) Code of Ethics (Attachment A).
- (b) Egan commits to comply with the ICMA Code of Ethics.
- (c) The City and the City Council agree that neither the City Council nor any of its members will give Egan any order, direction, or request that would require Egan to violate the ICMA Code of Ethics.

4. **COMPENSATION**

The City agrees to provide the following compensation to Egan during the term of this Agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall initially be \$218,500.00. Except as may otherwise be described in this Agreement, subsequent increases must be agreed to by both Parties and require formal action of the City Council.
- (b) Egan shall be paid at the same intervals and in the same manner as regular City employees.
- (c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of Egan, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Required Employer Costs

- (a) Federal Insurance Contributions Act (FICA).

- (i) Old Age Survivor and Disability Income (OASDI), employer's share, if applicable.
- (ii) Medicare, employer's share.
- (b) Unemployment Compensation.
- (c) Public Employees' Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay both the City's share and Egan's share for participation in the Public Employees' Retirement System to the same extent as the City pays the employee share for Management employees of the City.
- (d) The cost of any fidelity or other bonds required by law for the City Manager.
- (e) The cost to defend and indemnify Egan as provided in Subsection 7.E below.
- (f) Worker's Compensation.

B. Basic Benefits

(1) Holidays

Egan is entitled to the same holidays as provided to Management employees of City.

(2) Leave Allowance

- (a) Egan shall receive the same vacation and sick leave accrual and benefits as provided to the Management employees of City. Egan shall be paid for any unused accrued vacation or sick leave upon either voluntary or involuntary termination of employment. Egan shall be advanced an initial accrued vacation bank of 80 hours upon reporting for and actually commencing the duties of City Manager. Once the advance is earned through service, Egan will receive the same vacation accruals as Management employees of City. Subject to workload and normal scheduling procedures, the initial accrual of 80 hours vacation will be available for use immediately.
- (b) Egan shall be entitled to the same Management Leave benefit as provided to the Management employees of the City.

(3) Automobile

Egan shall be provided a monthly automobile allowance of \$600.00 in exchange for making a vehicle available for his own use and for City-related business and/or functions during, before and after normal work hours. The automobile allowance includes reimbursement for an appropriate allocation of vehicle insurance and all other expenses of vehicle ownership, maintenance and operation.

(4) Benefits that Accrue to Other Employees

Egan shall be entitled to all benefits, rights, and privileges accorded to Management employees, except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for Management employees or other unclassified employees, this Agreement shall control. In the event that terms of a benefit, right or privilege distinguish between different groups of Management employees, Egan shall be entitled to the terms applicable to the most senior group of Management employees. For example, where a benefit distinguishes between mid-management and executive management employees, the executive management terms will apply to Egan.

5. **SECURITY**

A. Pensions

(1) Federal Insurance Contributions Act (FICA) (to the extent applicable)

(2) Deferred Compensation

(a) Section 457 Plan

Commencing January 1, 2012, The City will make an employer contribution of \$12,500.00 annually, prorated and paid each pay period and prorated for any partial years, into a qualified Section 457 Plan maintained by the City. Amounts contributed under this section shall be to the benefit of Egan in accordance with the Deferred Compensation Plan participation agreement.

(b) Section 401(a) Plan

The City shall take all actions necessary to establish a Section 401(a) Plan with the ICMA Retirement Corporation, or other mutually acceptable trustee, for the benefit of Egan, including any administrative or set-up fees.

At any time during the term of this Agreement, the City Council, at its sole discretion, may direct by Minute Order that an amount not

to exceed the annual limits established by the IRS, be contributed to the Section 401(a) Plan established for Egan.

(c) Internal Revenue Code Compliance

All provisions of this Subsection 5.A are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Subsection 5.A shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the City to effectuate such requirements shall not constitute a breach of this Agreement.

B. Insurance

(1) Disability Insurance

(a) Long Term - same as the City's Management employees

(2) Life Insurance

Term life insurance in the amount and according to terms applicable to the City's Management employees.

(3) Retiree Medical

Egan shall be eligible for and shall receive retiree medical coverage pursuant to the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA) and the City's resolution electing to be subject to the provisions of PEMHCA in effect on the date this agreement is executed by both parties. To the extent legally permissible, this coverage shall remain in effect despite any other retiree medical coverage the City shall establish for other City employees and officers

6. **SEPARATION**

A. Resignation/Retirement

Egan may resign at any time and agrees to give the City at least 45 days advance written notice of the effective date of his resignation, unless the Parties otherwise agree in writing. If Egan retires from full time public service with the City, Egan agrees to provide six months' advance notice, unless the Parties otherwise agree in writing. Egan's actual retirement date will be mutually established.

B. Termination & Removal

(1) Egan is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

- (2) The City Council may remove Egan at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Egan in writing. Termination as used in this shall also include a request that Egan resign, a reduction in Egan's salary or other financial benefits (except for a reduction consistent with Subsection 4.A(1)(c) of this Agreement), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.
- (3) Egan shall not be removed during the 90-day period preceding or following any City election for membership on the City Council, or during the 90-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.
- (4) Given the at-will nature of the position of City Manager, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of Egan that any separation of Egan from the position of City Manager is done in a businesslike manner.

C. Severance Pay

- (1) In the event Egan's employment is terminated by the City Council during such time that Egan is willing and able to perform the City Manager's duties under this Agreement, then in that event the City agrees to pay Egan a lump sum cash payment equal to twelve (12) months base salary then in effect as provided in 4.A(1) above. The monthly base salary shall be determined by dividing the annual base salary by 12.
- (2) In addition, the City shall extend to Egan the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act Of 1986 (COBRA). The City agrees to pay Egan's COBRA coverage for the same number of months for which Egan is entitled to a lump sum cash payment under Section 6.C(1) above, or until Egan either secures full-time employment or obtains other health insurance, whichever of these three events first occurs. Egan shall notify the City within five days of securing new full-time employment or insurance.
- (3) In the event the City refuses, following written notice of non-compliance, to comply with any material provision in this Employment Agreement benefiting Egan, or Egan resigns following requests by a majority of the City Council that he resign, then, in that event, Egan may, at his option, be deemed to be "terminated" as of the date of such refusal to comply or request to resign and this severance pay provision shall be actuated.

- (4) All payments required under Sections 6.C(1), (2), and (3) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.
- (5) In the event that the City unlawfully refuses to pay Egan any benefit provided for in Section 6.C(1) within ten (10) days following written notice from Egan or any benefit provided for in Section 6.C(2) within thirty days following written notice from Egan and Egan is the prevailing party in an action to enforce this Section 6(C), Egan shall be entitled to reasonable attorney fees and costs incurred in the enforcement this Section 6(C), including reasonable attorney fees and costs to enforce final judgment.

D. Involuntary Resignation

- (1) In the event that the City Council formally or a majority of the City Council informally asks Egan to resign, then Egan shall be entitled to resign and still receive the severance benefits provided in Subsection 6.C(1)-(4) above.
- (2) Egan has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits. In the event the City Council adds, deletes or amends the Municipal Code without Egan's consent, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then Egan shall have the right, at his sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for Egan's involuntary resignation.
- (3) Upon receipt of such notice, the City Council shall have thirty days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to Egan's satisfaction; (c) confirm that Egan is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then Egan shall be entitled to resign and still receive the severance benefits provided in Subsection 6.C(1)-(4) above.

E. Separation for Cause

- (1) Notwithstanding the provisions of Subsections 6.C and 7.A, Egan may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:
 - (a) Conviction of any felony or conviction of a misdemeanor involving an abuse of Egan's position as City Manager;

- (b) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the City Manager's duties; or
 - (c) Repeated and protracted unexcused absences from the City Manager's office and duties.
- (2) In the event the City terminates Egan for cause, then the City may terminate this Agreement immediately, and Egan shall be entitled to only the compensation accrued up to the date of termination, payments required by Subsection 6.F below, and such other termination benefits and payments as may be required by law. Egan shall not be entitled to any severance benefits provided by Subsection 6.C.
 - (3) In the event the City terminates Egan for cause, the City and Egan agree that neither Party shall make any written or oral statements to members of the public or the press concerning Egan's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public,

F. Payment for Unused Leave Balance

- (1) On separation from City employment, Egan shall be paid for all unused accrued leave allowances provided in Section 4.B(2) above, and/or Egan may apply the leave time to service credit for retirement purposes if permitted by PERS. Accumulated leave balances shall be paid at Egan's salary rate at the effective date of separation.
- (2) In the event Egan dies while employed by the City under this Agreement, his beneficiaries or those entitled to his estate shall be entitled to his earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

7. **MISCELLANEOUS PROVISIONS**

A. Term

(1) Initial Term

The Term shall be for a period of five years (60 months) commencing on August 25, 2011, and continuing until August 24, 2016 (the initial "Termination Date").

(2) Subsequent Terms

This Agreement shall automatically renew as provided herein unless the City gives Egan timely notice of non-renewal. The City must give Egan written notice of non-renewal at least twelve (12) calendar months prior to the initial Termination Date or a subsequent Termination Date. Unless such notice of non-renewal is timely given, this Agreement shall automatically renew for an additional two (2) year Term, and a new Termination Date shall be accordingly established. Non-renewal of this Agreement pursuant to a timely notice of non-renewal, including any related conclusion of the employment relationship between the Parties, does not qualify for severance pay under Subsection 6.C, above. Upon timely notice of non-renewal, the Parties' employment relationship will continue until the Termination Date according to the applicable terms of this Agreement, unless the Parties mutually agree otherwise.

B. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the termination of Egan's employment with the City, including but not limited to Section 7 and Subsection 7.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and Egan. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

- (1) Egan shall not engage in any business or transaction nor shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.
- (2) Egan shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Egan's City employment.
- (3) Egan is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification

- (1) To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Egan, the City shall defend and indemnify Egan against any claim or action filed against Egan for injury or loss arising out of an act or omission occurring within the scope of the City Manager's duties on the City's behalf for the period of Egan's employment, subject to the limitations of the California Tort Claims Act.
- (2) The City shall defend, save harmless and indemnify Egan against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Egan's duties as City Manager, subject to the limitations of the California Tort Claims Act. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- (3) Whenever Egan shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for Egan in such suit and indemnify Egan from any judgment rendered against Egan; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Egan's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Egan may have under the law.
- (4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Egan, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Egan.
- (5) In the event that Egan shall serve as the chief executive of other City-related legal entities as provided in Subsection 3.A(1)(c) above, then each provision of this Subsection 7.E shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between Egan and that legal entity. The City hereby agrees to defend, indemnify and hold Egan harmless in the place of such City-related entity, according to the provisions of this Subsection 7.E, in the event of any failure or

refusal by a City-related legal entity to perform its obligations under this Subsection 7.E.

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Laws Affecting Title

In addition to those laws affecting a City Manager, Egan shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles County, California.

I. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

J. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either Party during the term of this Agreement, which Egan or the City shall be required, or may desire, to make shall be sent by prepaid first class mail or shall be in writing and hand-delivered to the respective Parties as follows:

- (1) If to the City:
City of Norwalk
12700 Norwalk Drive
Norwalk, California 90650
- (2) If to Egan:
Michael J. Egan
at the current address shown in Egan's personnel file

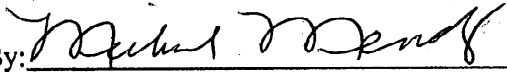
8. EXECUTION

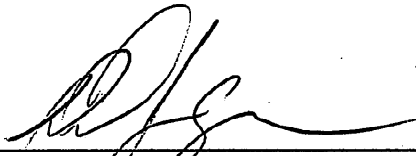
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

"City"

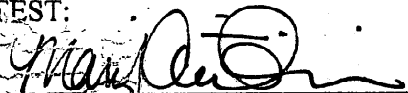
"Egan"

CITY OF NORWALK
A Municipal Corporation

By: 
Michael Mendez, Mayor


Michael J. Egan

ATTEST:

By: 
Theresa Devoy, City Clerk

APPROVED AS TO FORM:


By: 
Steven L. Dorsey,
City Attorney

EXHIBIT A

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers, emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.